

United States Bankruptcy Court
61288, Houston TX 77208SOUTHERN DISTRICT OF TEXAS P.O.Box
(Houston Division)

PROOF OF CLAIM

SEP 2 8 2000
FILED
U.S. Bankruptcy Court
Southern District of Texas
Clerk

Name of Debtors <input checked="" type="checkbox"/> Stage Stores, Inc., a Delaware corporation <input checked="" type="checkbox"/> Specialty Retailers, Inc., a Texas corporation <input type="checkbox"/> Specialty Retailers, Inc. (NV), a Nevada corporation "place an 'x' beside the name of the Debtor you are filing a claim against"		Case Number 00-35078-H2-11 00-35079-H2-11 00-35080-H2-11	Creditor ID#: 788-3305
Name of Creditor (The person or other entity to whom the debtor owes money or property): Fleming Companies, Inc.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: Fleming Companies, Inc. c/o James Paul Beachboard HORNE, HOLLINGSWORTH & PARKER 401 West Capitol Avenue, Suite 501 Little Rock, Arkansas 72201			
Account or other number by which creditor identifies debtor: AR-187 (Sublease)		<input type="checkbox"/> Check here if this claim replaces or amends a previously filed claim, dated: _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Unexpired lease of nonresidential real property located in Arkansas <input checked="" type="checkbox"/> Other /real property located in Arkansas		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your SS#: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. Date debt was incurred: 12/18/1997		3. If court judgment, date obtained: N/A	
4. Total Amount of Claim at Time Case Filed: \$ <u>CONTINGENT AND UNLIQUIDATED</u> (See attached Exhibits A-1 and A-2) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other All personal and intangible property of Debtor's Estate Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,300),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) - _____. *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		This Space is for Court Use Only	
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date 9/25/00	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Fleming Companies, Inc. By: Robert Glenn, Manager, Retail Leasing Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

1546

1. The debtor, Specialty Retailers, Inc., a Texas corporation ("Debtor"), filed the above-styled case under Chapter 11 of the Bankruptcy Code on June 1, 2000 ("Debtor's Case").
2. Fleming Companies, Inc., an Oklahoma corporation ("Fleming"), as "Sublandlord," and Debtor, as "Subtenant," entered into and executed that certain Sublease Agreement dated December 18, 1997 ("Sublease"), whereby Fleming, subject to the terms and conditions of the Sublease, subleased to Debtor that certain building containing approximately 34,248 square feet of floor space ("Leased Building") which, together with related appurtenances, is more particularly described in the Sublease and located in Village Center Shopping Center, 759 U.S. Highway 62 East, Mountain Home, Baxter County, Arkansas 72653.
3. Under the terms of the Sublease, Debtor is obligated to pay Fleming certain rent and other sums, including, without limitation, sums for taxes, insurance, and common area maintenance.
4. The "Initial Term" of the Sublease ends on October 31, 2008.
5. Subject to certain conditions, Debtor has a right to extend the term of the Sublease for one (1) additional term of five (5) years.
6. The Sublease is an unexpired lease of nonresidential real property.
7. Debtor is in possession of the Building, subject to the terms of the Sublease.
8. Debtor has not indicated whether Debtor intends to assume or reject the Sublease.
9. Since the filing of Debtor's Case, Fleming has received certain Sublease payments from Debtor pursuant to 11 U.S.C. § 365(d)(3) of the Bankruptcy Code.
10. The "bar date" for Fleming to file a proof of claim in Debtor's Case is October 9, 2000.
11. Fleming is conducting a review of Fleming's records to determine if there are any unpaid amounts due from Debtor under the Sublease: (i) for the period prior to the filing of Debtor's Case on June 1, 2000; and/or (ii) for the period after the filing of Debtor's Case on June 1, 2000.
12. This Proof of Claim is filed to reflect Fleming's interest in Debtor's Case and to preserve all Fleming's rights, interests, and claims, including, without limitation, all administrative claims, if any, against Debtor under the Sublease.
13. Fleming reserves the right to amend this Proof of Claim at a later date.
14. A copy of the Sublease is attached as Exhibit A-2 to this Proof of Claim.
15. A copy of this Proof of Claim has been sent by U.S. Mail, postage prepaid, to Debtor's counsels of record, Andrew E. Jellson and Lynette R. Warman, JENKINS & GILCHRIST, P.C., 1445 Ross Avenue, Suite 3200, Dallas, Texas 75202.

SUBLEASE AGREEMENT

THIS SUBLEASE is entered into as of the 18 day of December, 1997, by and between FLEMING COMPANIES, INC., an Oklahoma corporation (hereinafter referred to as "Sublandlord"), and SPECIALTY RETAILERS, INC., a Texas corporation (hereinafter referred to as "Subtenant").

RECITALS:

David K. and Bettye Drake (together, the "Prime Landlord") and Consumers Market, Inc. ("Consumers") entered into a lease agreement dated April, 1977 (the "Lease") for certain premises located in Village Center, Mountain Home, Arkansas, as described in the Lease (the "Premises"). Sublandlord is the successor in interest to Consumers. A copy of the Lease is attached hereto as Exhibit A. Subtenant now desires to sublease the Premises from Sublandlord on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and agreements contained herein, the parties hereto agree as follows:

1. Premises. Sublandlord hereby subleases to Subtenant, and Subtenant subleases from Sublandlord, the Premises subject to all terms and conditions contained in the Lease, except for the term, rental, assignment, subletting, use, renewal, discontinuance of operations, right of first refusal and option to purchase provisions of the Lease, if any, and except as otherwise set forth herein. To the extent not inconsistent with this Sublease, the terms of the Lease are hereby incorporated into this Sublease by reference. Sublandlord shall have all of the rights of Prime Landlord under the Lease.

2. Term.

(a) Subject to earlier termination as provided herein, the initial term of this Sublease shall be for the period beginning on the date hereof (the "Commencement Date") and ending at 11:59 p.m. on October 31, 2008 (the "Initial Term"). If Subtenant's Net Worth (as defined herein) on March 15, 2003 is less than Twenty-eight Million Dollars (\$28,000,000), Sublandlord shall have the option to terminate this Sublease by written notice given to Subtenant on or before April 30, 2003, such termination to be effective at 11:59 p.m. on October 31, 2003. Subtenant shall furnish Sublandlord Subtenant's financial statements, or other documentation reasonably acceptable to Sublandlord, establishing Subtenant's Net Worth as required above by no later than March 31,



2003. If Subtenant fails to furnish such financial statements by such date, Sublandlord shall provide Subtenant a written request for such statements. If Subtenant fails to provide such statements to Sublandlord within ten (10) days after such request is made, Subtenant's Net Worth shall be conclusively deemed to be less than Twenty-eight Million Dollars (\$28,000,000). "Net Worth" shall mean Subtenant's net worth determined in accordance with generally accepted accounting principles, but excluding any special charges against equity due to any refinancing charges incurred by Subtenant.

(b) Provided (i) Subtenant is not then in default hereunder, (ii) this Sublease is then in effect, and (iii) Subtenant's Net Worth on March 15, 2008, is at least Twenty-eight Million Dollars (\$28,000,000), then upon the expiration of the Initial Term, Subtenant shall have the right to extend the term of this Sublease for one (1) additional term of five (5) years commencing upon the expiration of the Initial Term and terminating at 11:59 p.m. on October 31, 2013 (the "Extended Term"). Any such extension shall be upon the same terms and conditions as in effect during the Initial Term, except for the rent which will be determined as provided herein. If Subtenant desires to exercise its right to extend the term of this Sublease, it shall do so by giving written notice to Sublandlord, together with financial statements or other documentation reasonably acceptable to Sublandlord establishing Subtenant's Net Worth as required herein, no later than March 31, 2008. The Initial Term and the Extended Term, if any, are referred to herein as the "Term." Notwithstanding any provision herein to the contrary, this Sublease shall automatically terminate upon the expiration or termination of the Lease for any reason; provided, however, that unless Sublandlord terminates this Sublease in accordance with the provisions of Paragraph 2 hereof, Sublandlord shall exercise its options to extend the term of the Lease to coincide with the Term of this Sublease. In no event shall Subtenant have any right to extend the term of this Sublease except as expressly provided herein.

3. Rent.

(a) Commencing on the date that is six (6) months immediately following the Commencement Date (the "Rent Commencement Date"), Subtenant shall pay to Sublandlord as minimum monthly rent for the Premises the amount of Eight Thousand Four Hundred Twenty-one and 27/100 Dollars (\$8,421.27) per month throughout the Initial Term.

(b) Commencing on November 1, 2008, Subtenant shall pay to Sublandlord as minimum monthly rent for the Premises the amount of Nine Thousand Eight Hundred Forty-eight and 60/100 Dollars (\$9,848.60) per month throughout the Extended Term.

(c) Commencing on the Rent Commencement Date, minimum rent shall be payable in advance without demand, offset or deduction, except as otherwise provided herein, on the first day of each month thereafter during the Term. If the Rent Commencement Date is other than the first day of a month, a partial month's rent shall be due and payable on the Rent Commencement Date. Once the Rent Commencement Date is ascertained, it shall be set forth in a written instrument executed by Sublandlord and Subtenant.

4. **Assumption Agreement and Covenants.** Except as otherwise provided herein, Subtenant hereby assumes and shall faithfully and promptly make all payments and perform all obligations and duties imposed on Sublandlord as lessee under the Lease from and after the Commencement Date, including without limitation, any obligations to maintain and repair the Premises, to pay percentage rent, taxes and assessments, common area maintenance charges and any other payments required to be made by Sublandlord; to maintain all fire and casualty insurance on the Premises; not to commit or suffer waste; not to use the Premises for any unlawful purposes; and, at the termination of this Sublease, to surrender the Premises in good condition, reasonable wear and tear excepted and as required by the Lease. Any and all payments required under the Lease and this Sublease to be made by Subtenant as aforementioned shall be made in a timely manner directly to Sublandlord. In the event Sublandlord's rent under the Lease is abated pursuant to the provisions of Paragraph 14 or 15 of the Lease, the rent payable by Subtenant hereunder shall also abate to the same extent.

5. **Default.**

(a) Upon nonpayment by Subtenant of any rentals or other payments when due, or any failure of Subtenant to perform any of its other covenants required to be performed by Subtenant under this Sublease, after five (5) business days written notice of any default in regard to rent or the payment of other indebtedness and after twenty-one (21) days written notice of any other item of default, Sublandlord shall have all remedies available to the Prime Landlord under the Lease and all remedies available at law or in equity, including, without limitation, the right, at its option, to re-enter the Premises without terminating this Sublease, remove Subtenant and all persons holding under Subtenant from the Premises, accelerate all rentals due hereunder for the entire term of this Sublease, and/or to terminate this Sublease and re-enter and repossess the Premises; provided, however, that such re-entry, repossession and/or termination shall not constitute an acceptance or surrender of this Sublease or a waiver of any of Sublandlord's rights or remedies, including without limitation, the right to re-let the Premises, or any part thereof, for the benefit of Subtenant and to recover damages for Subtenant's default. Notwithstanding the foregoing, if any non-monetary default cannot be reasonably cured within the foregoing 21-day period, Subtenant shall not be in default hereunder if Subtenant commences to cure such default within such 21-day period and diligently pursues the same to completion. Sublandlord agrees that any acceleration of rentals shall be offset by the fair rental value of the Premises for the remainder of the then existing Term.

(b) In the event of any default by Sublandlord hereunder, Subtenant will give Sublandlord written notice specifying such default with particularity, and Sublandlord shall thereupon have twenty-one (21) days in which to cure such default or to commence to cure such default if any such default cannot be reasonably cured within such 21-day period, in which event Sublandlord shall prosecute such cure with diligence to a conclusion. If Sublandlord is in default hereunder, and fails to cure the same timely, in addition to any and all other rights, remedies and recourses available to Subtenant, Subtenant may (i) undertake to cure such default on behalf of Sublandlord, and thereupon Sublandlord agrees to pay Subtenant, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Subtenant in taking such remedial actions or, in the alternative, Subtenant may withhold from the payment of rent such sums and/or (ii) terminate this Sublease by written notice to Sublandlord.

6. Subtenant and Sublandlord Indemnities; Waiver of Subrogation.

(a) Subtenant shall defend, indemnify and hold Sublandlord harmless from any and all damages, costs, losses and expenses (including reasonable attorneys' fees) resulting in any way from Subtenant's occupancy and/or use of the Premises or the surrounding area, or the breach of any obligation of Subtenant as set out in the Sublease, and Subtenant shall carry, at Subtenant's expense, public liability insurance on the Premises with an insurance company having a BEST rating of at least A XIV and licensed to issue such insurance within the state wherein the Premises are located, which insurance shall stipulate a combined single limit of liability of not less than \$3,000,000 with respect to bodily injury, death and property damage. Subtenant shall also insure its personal property in an amount equal to the full replacement value thereof. No later than the Commencement Date and thereafter on each anniversary of the Commencement Date, Subtenant shall provide Sublandlord with certificates evidencing such insurance naming the Prime Landlord and Sublandlord as additional named insureds, which certificate shall require the insurance carrier to give Sublandlord thirty (30) days written notice of any cancellation or material amendment to such insurance.

(b) Sublandlord shall defend, indemnify and hold Subtenant harmless from any and all damages, costs, losses and expenses (including reasonable attorneys' fees) resulting in any way from any breach by Sublandlord in the performance of its obligations under this Sublease or under the Lease. The indemnification obligations of Sublandlord and Subtenant set forth in this Paragraph 6 shall survive the expiration or earlier termination of this Sublease.

(c) Sublandlord and Subtenant hereby waive any and all rights of recovery against each other for any loss or damage to the Premises or the contents contained therein on account of fire or other casualty or for injuries sustained on or about the Premises to the extent such loss or damage is or would be covered by the insurance carried or required to be carried by each party hereunder, even if such coverage is not actually maintained. It is understood that this waiver applies to any loss or damage regardless of the cause, including, without limitation, if caused by the negligence of Sublandlord, Subtenant or their respective employees, agents, assigns or sublessees.

7. Use; Compliance with Law.

(a) The Premises shall be continuously occupied and used by Subtenant only for the retail sale, distribution and storage and/or marketing of any one or more of the following types of merchandise and/or services:

- (i) Ladies' ready-to-wear and wearing apparel;
- (ii) Men's ready-to-wear and wearing apparel;
- (iii) Children's and infants' ready-to-wear and wearing apparel and children's furniture;

- (iv) Intimate apparel;
- (v) Related accessories, including shoes;
- (vi) Beauty salon and cosmetics;
- (vii) Sporting goods and apparel;
- (viii) Furniture and home furnishings (including linens, towels, etc.); and
- (ix) The incidental sale of such other types of merchandise and/or services customarily or frequently sold in the majority of the "Stage" stores then owned or operated by Tenant.

(b) Subtenant shall obey, observe and promptly comply with all rules, regulations, ordinances and laws which shall be applicable, now or at any time during the Term, to the Premises and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction of the Premises provided that the foregoing shall not require Subtenant to make any structural repairs or improvements to the Premises. Subtenant shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants, contaminants or any other substances regulated by any state or federal statute (collectively "Contaminants") on the Premises other than in the ordinary course of its business. Subtenant shall be solely responsible for the costs of removing or cleaning any Contaminants found on the Premises and caused by Subtenant. In addition, nothing contained herein or in the Lease shall obligate Subtenant to remove or clean, or otherwise expend any monies, to comply with any rules, regulations, ordinances, laws, orders, rulings or directives relating to Contaminants or other environmental matters that are not caused by Subtenant.

8. Assignment and Subletting. Subtenant shall not assign its interest in the Sublease voluntarily or by operation of law and shall not sublet or license all or any portion of the Premises without the prior written consent of Sublandlord (and Prime Landlord if such consent is required by the Lease). Subject to obtaining the consent of Prime Landlord, Sublandlord hereby consents to (i) the grant of a concession or a sublease of a portion of the Premises by Subtenant to a third party so long as the total area that is the subject of all such concessions or subleases does not constitute more than twenty percent (20%) of the floor area of the Premises, (ii) the transfer of any stock of Subtenant; (iii) the assignment of this Sublease or Subtenant's sub-sublease of the Premises to Subtenant's parent corporation or to any subsidiary or affiliated corporation; and (iv) the assignment of this Sublease or Subtenant's sub-sublease of the Premises to any corporation into which Subtenant may merge or to any corporation arising out of a consolidation of Subtenant with another corporation or to a corporation or other entity acquiring all or substantially all of the assets of Subtenant or all of the issued and outstanding stock of Subtenant. Except for the foregoing, Sublandlord's consent or approval may be granted or withheld in Sublandlord's sole discretion. Except as permitted herein, any purported or attempted assignment or subletting, without Sublandlord's prior written consent, shall be null and void. Any permitted assignee or sublessee of Subtenant shall expressly assume Subtenant's liabilities and obligations under this Sublease. No assignment, subleasing or licensing shall release Subtenant from any of its obligations hereunder. Subtenant shall not mortgage or otherwise encumber its leasehold interest hereunder without the prior written consent of Sublandlord.

This Sublease shall not be construed as an assignment of Sublandlord's interest in the Lease, and Subtenant shall not negotiate, modify or amend the Lease.

9. Inspection; Alterations. Subtenant has inspected the Premises, is satisfied that the same are acceptable to Subtenant for all of its purposes and uses, and accepts the Premises in "AS IS" condition, without any warranties, representations or obligation on Sublandlord's part to make any repairs, replacements, alterations, additions, installations or improvements whatsoever except as otherwise provided herein. Sublandlord shall be responsible for maintaining and repairing the roof, foundation, slab and other structural portions of the Premises (specifically excluding the parking lot), except to the extent any maintenance or repair is necessitated by the negligent acts or omissions of Subtenant or its agents, in which case such maintenance or repair shall be made by Subtenant at its expense. Subtenant shall make all other repairs to the Premises as required of Sublandlord under the Lease. Subtenant shall not expand or make or install any additions, renovations, alterations, improvements, or changes in or to the Premises, or any part thereof without Sublandlord's prior written consent. Notwithstanding the foregoing, Subtenant shall have the right to make non-structural interior additions, renovations, alterations, improvements and changes to the Premises provided that the same (i) do not exceed One Hundred Thousand Dollars (\$100,000) in any Sublease Year ; (ii) do not adversely affect the structural integrity of the Premises, and (iii) do not increase Sublandlord's obligations to Landlord under the Lease upon the termination of the Lease. "Sublease Year" shall mean the 12-month period beginning on the Commencement Date and each 12-month period thereafter during the Term. Any permitted work shall be performed in a good and workmanlike manner at the sole expense of Subtenant. Subtenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Premises or any interest therein by reason of any work upon the Premises, and Subtenant shall indemnify and hold Sublandlord harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Premises, Subtenant's interest in the Premises or any interest therein relating to or arising because of any work thereon. As between Sublandlord and Subtenant, any improvements or additions upon the Premises at the expiration of this Sublease shall be deemed a part of the Premises, provided that if so directed by Sublandlord, Subtenant shall remove any such improvements or additions at Subtenant's expense.

10. Termination.

(a) Notwithstanding anything contained herein to the contrary, the existence of this Sublease is dependent and conditioned upon the existence of the Lease, and in the event of the cancellation or termination of the Lease for any reason, this Sublease, at Sublandlord's option, shall thereupon be terminated without the need for further action and without liability to Sublandlord (except to the extent such termination was caused by Sublandlord's default under the Lease); provided, however, that unless Sublandlord terminates this Sublease in accordance with the provisions of Paragraph 2 hereof, Sublandlord shall exercise its options to extend the term of the Lease to coincide with the Term of this Sublease. If Subtenant is not in default under the terms and conditions hereof, any such termination shall be without liability between Sublandlord and Subtenant, except for such liability theretofore accruing or as otherwise provided herein; however, if Subtenant is in default, the provisions hereof including those of default shall control as to

Subtenant's liability. Sublandlord agrees it will comply with all of its obligations under the Lease to the extent the same are not assumed by Subtenant hereunder.

(b) If Subtenant ever ceases to operate its business in the Premises for a period of time that exceeds one hundred eighty (180) consecutive days (excluding, however, any days during which Subtenant does not operate its business thereon because of casualty, condemnation, repairs, environmental remediation or investigation, or any other reason that is beyond the reasonable control of Subtenant), Sublandlord shall, as its sole recourse or remedy, have the option, but not the obligation, to cancel the Sublease at any time thereafter by giving Subtenant no less than thirty (30) days prior written notice. After termination of the Sublease under this paragraph, neither Sublandlord nor Subtenant shall have any further obligations, liabilities or duties under the Sublease (except for those covenants that expressly survive the termination or expiration of the Sublease). Further, during the time that Subtenant may not be operating its business from the Premises (except as may otherwise be specifically provided under the Sublease), Subtenant shall continue to perform and be liable for the performance of all of its obligations and duties under the Sublease, including, without limitation, the payment of minimum rent and any other sums that may become owing.

11. Sublandlord's Obligations. Sublandlord shall have no duty to perform any obligations of Prime Landlord under the Lease and shall under no circumstances be responsible for or liable to Subtenant for any default, failure or delay on the part of Prime Landlord in the performance of any obligations under the Lease. No such default of Prime Landlord shall affect this Sublease or waive or defer the performance of any of Subtenant's obligations hereunder; provided, however, that in the event of such default or failure, Sublandlord agrees, upon notice from Subtenant, to make demand upon Prime Landlord to perform its obligations under the Lease. If Subtenant is prohibited from operating its business in the Premises due to a default by the Prime Landlord under the Lease, Subtenant will so notify Sublandlord in writing. If Sublandlord, using its reasonable efforts, is unable to cause the Prime Landlord to cure such default within thirty (30) days after receipt of notice from Subtenant, Sublandlord shall so notify Subtenant in writing, whereupon Subtenant shall have the right to terminate this Sublease by written notice given to Sublandlord within thirty (30) days thereafter.

12. Costs and Expenses. Subtenant shall pay all costs and expenses, including reasonable attorneys' fees, that may be incurred by Sublandlord in enforcing the provisions of this Sublease or in enforcing Prime Landlord's obligations under the Lease if requested to do so by Subtenant. Sublandlord shall pay all costs and expenses, including reasonable attorneys' fees, that may be incurred by Subtenant in enforcing the provisions of this Sublease against Sublandlord. In the event any amounts due from Subtenant or Sublandlord hereunder are not paid when due, such amounts shall bear interest from and after the date thereof to the date of payment at an annual rate of eighteen percent (18%).

13. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person hereunder shall be in writing and shall be deemed to be properly served if (i) sent by certified mail with return receipt requested, (ii) sent by receipted overnight delivery service, or (iii) personally delivered to the address set forth below. The effective date of any such notice shall be the date which is stamped by the

United States Post Office on the envelope enclosing same, the date of the receipt for the overnight delivery or the date on which personal delivery is made, whichever is applicable. Any notice sent by Subtenant to Prime Landlord shall also be sent concurrently to Sublandlord. Until changed by written notice from the appropriate party to the other, the addresses of the parties are as follows:

Sublandlord: Fleming Companies, Inc.
6301 Waterford Boulevard
Oklahoma City, OK 73118
Attention: Lease Manager
(405) 840-7200

Subtenant: Specialty Retailers, Inc.
P. O. Box 35167
Houston, TX 77235-5167
Attention: Senior Vice President of Real Estate and
Senior Counsel

or
Specialty Retailers, Inc.
10201 South Main
Houston, TX 77025
Attention: Senior Vice President of Real Estate and
Senior Counsel

14. Accord and Satisfaction. No payment by Subtenant or receipt by Sublandlord of a lesser amount than the full amount of any payments to be made by Subtenant hereunder shall be deemed to be other than on account of the earliest stipulated unpaid installment thereof, and no endorsement or statement on any check or letter accompanying any check or payment shall be deemed to be an accord and satisfaction, and Sublandlord may accept such check or payment without prejudice of Sublandlord's right to recover the full amount due hereunder or pursue any other remedy available to Sublandlord.

15. Entire Agreement; Consent. This Sublease constitutes the entire agreement and understanding of the parties with respect to the matters contained in this Sublease and supersedes all other agreements between and representations by the parties with respect to such matters. Subtenant is not relying upon any representations, market analysis, projections, reports or warranties of Sublandlord. No changes, amendments or modifications of this Sublease shall be effective or enforceable unless made in writing and executed by the parties hereto. Whenever Sublandlord's consent is required by the terms of this Sublease, Prime Landlord's consent shall also be obtained if so required by the terms of the Lease. The consent by Sublandlord to any act by Subtenant requiring Sublandlord's consent shall not waive or render unnecessary Sublandlord's consent to any subsequent similar act by Subtenant.

16. Multiple Originals. This Sublease is executed simultaneously in multiple originals, each of which shall be deemed an original, without the production of the other such originals.

17. Entry by Sublandlord. Sublandlord and its representatives shall have the right, at all reasonable times, to enter upon the Premises for the purposes of examining and inspecting the same; provided, however, this section shall not be construed as imposing any obligation upon Sublandlord to inspect the Premises.

18. Non-Waiver. Any assent, expressed or implied, by Sublandlord to any breach of any covenant or condition herein contained shall not be construed as an assent or waiver of any such covenant or condition generally or of any subsequent breach thereof.

19. Relationship of Parties. Nothing contained herein shall be deemed or construed to create a joint venture or partnership relationship between Sublandlord and Subtenant.

20. Interpretation. This Sublease shall be interpreted in a fair and impartial manner without regard to such factors as the party that drafted this Sublease or the relative bargaining power of the parties.

IN WITNESS WHEREOF, Sublandlord and Subtenant have agreed to the foregoing Sublease in its entirety as of the day and year first set forth above, and have executed the same on the day and year first set forth above.

"SUBLANDLORD":

FLEMING COMPANIES, INC.,
An Oklahoma Corporation

By: 
SR. VICE PRES

"SUBTENANT":

SPECIALTY RETAILERS, INC

By: 

EXHIBIT A

LEASE

1. PARTIES: THIS LEASE, made April, 1977, by and between David K. & Bettye Drake, Box 415, Mtn. Home, Ark. 72653 (hereinafter called "Lessor"), and CONSUMERS MARKET, INC., a Missouri corporation, 336 Barnes, Springfield, Missouri 65802, (hereinafter called "Tenant").

WITNESSETH:

2. DEMISED PREMISES: The lessor in consideration of rents to be paid and the covenants to be performed by the Tenant as hereinafter set forth, hereby demised and leases to Tenant and Tenant hereby hires and takes from Lessor the building outlined in red on the plot plan attached hereto as Exhibit "A" which building will contain approximately 34,248 square feet, (hereinafter sometimes referred to as "Demised Building") and being a part of Shopping Center located in Village Center, Mtn. Home, Ark. as designated and legally described in said Exhibit "A" together with the right in common with other tenants to all parking areas and driveways (hereinafter sometimes referred to as "Common Areas").

(A) Being it understood that the building presently occupied by Wilcox Realty & David Drake & Associates may remain where is provided, it is Brick Veneered and landscaped with asphalt paving on parking lot.

3. USE OF SHOPPING CENTER: To protect the Shopping Center from being used for other than retail shopping, no theatres, bowling alleys, offices or any business which would cause people to park for several hours be allowed in the Shopping Center as described in Exhibit "A" without the written approval of Consumers Market, Inc.

4. TERM: To have and to hold the demised building and common area for an initial term of twenty (20) years commencing upon the date of completion of construction of the demised building and common area or the date that Tenant opens for business, whichever date occurs first. When determined, the commencement date shall be evidenced by a supplemental letter agreement between the parties. However, if by oversight the parties hereto fail to sign such supplemental letter agreement, the failure shall not invalidate or affect this lease in any manner and if any controversy shall arise between the parties by reason of such failures, proof of said date shall prevail and be sufficient.

5. RENEWAL PRIVILEGE: Lessor hereby grants and gives to Tenant the privilege of three (3) successive renewals of this Lease, at Tenant's option, each to be for a period of five (5) years, the first such renewal period commencing upon the termination of the initial twenty (20) year term. Tenant shall exercise its option to renew by so notifying Lessor in writing, One Hundred Eighty (180) days in advance of the commencement date of each renewal period. Each renewal period shall be subject to the same terms and conditions as the initial term.

6. RENTAL: Tenant shall pay to Lessor, without prior demand, a minimum rental for the demised building and common areas, without offset or deductions, during the term hereof or any renewals of \$77,058.00 & no/xx per year, payable in monthly installments of \$6,421.50 per month each and every month in advance on the first day of each month. If said store is open for a part of the month at the time of initial opening the first month rent shall be prorated.

aw

SKP

In addition to the minimum rental reserved above, Tenant shall pay to Lessor as percentage rental, a sum equal to the amount that One (1%) per cent of the gross from all sales of merchandise upon the demised building during each lease year hereof exceeds the minimum rental paid during such lease year pursuant to the above paragraph.

The term "gross sales" as used herein means gross receipts of Lessee and of all licensees, concessionaires, and tenants of Lessee from all business conducted upon or from the demised premises, whether such receipts be obtained at the demised premises or elsewhere, and whether such business be conducted by Lessee or by any licensees, concessionaires, or tenants of Lessee, and whether such receipts be evidenced by check, credit, charge account, exchange or otherwise, and shall include, but not be limited to the amounts received from the sale of goods, wares, and merchandise, and for services performed, together with the amount of all orders taken, received or filled at the demised premises. If any one or more departments or other divisions of Lessee's business shall be sublet by Lessee or conducted by any person, firm or corporation other than Lessee there shall be included in gross receipts for the purpose of fixing the percentage rent payable hereunder all the gross receipts of such departments or divisions, whether such receipts be obtained at the demised premises or elsewhere, in the same manner and with the same effect as if the business or sales of such departments and divisions of Lessee's business have been conducted by Lessee itself. The gross receipts shall not include, and there shall be deducted therefrom the following:

1. Returns or refunds, or credits received in settlements of claims for loss or damage to goods, wares or merchandise;
2. All sales taxes, excise taxes, gross receipt taxes and similar taxes, whether imposed under any existing or future rules, regulations, laws or ordinances;
3. Any receipts from the delivery of goods, wares or merchandise from the demised premises to any manufacturers or suppliers thereof for any purpose except to sell;
4. Any receipts from the transfer of goods, wares or merchandise from the demised premises to any other store or warehouse in the chain of stores operated by Lessee or its affiliates;
5. All receipts from vending machines, weighing machines, stamp machines, telephones and the like, except such portion thereof as may be retained by Lessee;
6. All receipts from sales to employees made at a discount;
7. All cigarette and tobacco sales.

cu

[Signature]

The term "lease year" as used herein shall mean the twelve (12) month period beginning with the commencement date of the term of this lease, and each successive twelve (12) month period thereafter during the term of this Lease.

Tenant agrees to keep for at least three (3) years accurate records of such gross sales, which records, as well as all other accounts relating to such gross sales shall be available and open to inspection by Lessor or its authorized representatives.

On or before sixty (60) days following the end of each lease year, Tenant shall provide Lessor with a statement showing in reasonable detail the gross sales made by Tenant from the demised building for the preceding lease year, and at such time shall pay Lessor any percentage rent for such period that may be owing in accordance with the above.

All rentals due and payable herein shall be paid to Lessor at its address which is hereinafter set forth in Section 26.

7. CONSTRUCTION: It being understood that Tenant would like to start building on or about July 1, 1977, and said occupancy to be not later than February 1, 1978. If improvements cannot be completed in time to give Lessee possession on October 1, 1977, then possession shall be given on February 1, 1978.

Lessor shall construct the demised building and common area in substantial accordance with the plot plan, Exhibit "A", and in accordance with plans and specifications that have been reviewed and approved by the parties and attached hereto as Exhibit "B". The building shall be constructed with the same materials and workmanship, or equal to, as contained in the West Plains store.


8. USE: The Tenant shall use and occupy the demised building for the primary purpose of a retail supermarket understanding the principal business shall be retail supermarket, but not necessarily for that purpose alone.

Lessee shall have the exclusive right and use in said Shopping Center Complex of operation of retail grocery outlet. Included in the definition of grocery outlet, (but not limited to), jug milk outlets, superettes, bakery and pastry outlets, dairy products and delicatessen operation.

Lessor further agrees that they will not construct separate or participate in any way any other retail grocery outlet within a radius of two (2) miles.

9. REPAIRS AND MAINTENANCE: All repairs and maintenance of the building shall be by the Tenant, including but not limited to the following; roof, interior and exterior walls, interior and exterior ceilings, air conditioning and heating units, sidewalks in front, beside and behind the building, electric wiring, lights and appurtenances within the building and on the building, electric wiring, lights and appurtenances within the building and on the building canopy and exterior walls, plumbing in the entirety and all glass repairs.

The intent of this lease is for it to be a triple net lease with the exceptions of Paragraph (A) below.




The owner shall give all warranties and guaranties to the Tenant on all equipment at the time of occupancy, and the owner shall guaranty the structural defects of the building for one (1) year.

(A) The Tenant shall pay a pro-rata portion of the costs of repairing and maintaining the Common Area. Such expenses shall be based on actual expenditures and shall not exceed Ten (10¢) Cents per square foot of building area occupied. Such maintenance shall consist of striping of parking lot, parking lot lighting, minor asphalt repair, cleaning, snow removal and policing. Cleaning of the lot shall be done on a regular basis and all repair or maintenance work as needed.

Tenant agrees to perform, at its expense, all redecoration, and all other repairs, maintenance and replacements to the demised building, and building fixtures, mechanical equipment and service facilities, including the heating and air conditioning units, all in the same good order and condition as when received, ordinary wear and tear excepted.

Tenant at its expense, shall conform and comply with all federal, state and local laws governing the use of the demised building and the issuance of any orders or governmental agencies having jurisdiction over the leased building relating to safety, use and condition of the demised building and will make any alterations or improvements to the demised building required thereby.

10. UTILITIES: Tenant shall be responsible for and pay promptly when due all charges of public or utility companies including charges for gas, water, electricity and sewage used by Tenant on the demised building.

(A) The heat and air conditioning is figured the same as the Consumers Store in West Plains, Missouri. Any additional cost due to changes by the Tenant will be paid for by the Tenant at the time of installation.

11. SUBLEASE OR ASSIGNMENT: Tenant shall not have the right to sublease the demised building or assign this Lease without the prior written consent of Lessor, which consent will not be unreasonably withheld.

12. ALTERATIONS: Tenant shall have the right to make non-structural alterations to the interior of the demised building, provided, however, such alteration shall be of good workmanship and material and shall not lessen the value of the demised building. Title to all alterations, changes or improvements made by Tenant shall become the property of Lessor at the termination of this Lease, subject to the provisions of Paragraph 13 hereafter.

13. TRADE FIXTURES: Tenant shall have the right to remove its trade fixtures and equipment at the termination of this Lease and will at its expense repair any damage to demised building caused by such removal.

14. CONDEMNATION: If the whole or any part of the demised building or common area shall be appropriated or condemned under power of eminent domain or by any competent authority for any public or quasi-public use or purpose during the term of this Lease, or any renewals hereof, Tenant reserves unto itself the right to prosecute its claim for an award based upon its lease-hold interest for such appropriation or taking of or injury to the remainder.





In the event that a part of the demised building or common area shall be appropriated or condemned and (a) the part so taken includes any part of the demised building, or (b) that part so taken shall consist of twenty-five (25%) per cent or more of the total common area, then and in either such event, Tenant may terminate this Lease by giving lessor written notice thereof not more than thirty (30) days after the condemnor takes possession.



In the event that a part of the demised building or common area shall be appropriated or condemned and Tenant shall not exercise its option to terminate this Lease or not have the right as above provided, then this Lease shall terminate as to that part of the demised building or common area so taken, and the minimum monthly rent thereafter accruing shall be reduced, effective upon the date possession is taken, in proportion to the value of the part so taken.

15. FIRE AND CASUALTY LOSS: Tenant shall carry Casualty and Fire Insurance. If the demised building is damaged or destroyed by fire or other casualty covered by the extended coverage endorsement carried by Tenant the same shall be replaced or repaired by Lessor as speedily as possible, and a just and proportionate part of the rent shall be abated until the damage has been repaired. Notwithstanding the foregoing, if such damage or destruction occurs during the last sixty (60) months of the initial term of this lease, or during the renewal periods and more than twenty-five (25%) per cent of the demised building is damaged or destroyed, as may be certified by an engineer retained by Lessor, then and in such event Lessor shall have the right to terminate this Lease within thirty (30) days following such damage or destruction by written notice to Tenant, effective sixty (60) days after the date of such notice. If Lessor shall terminate this Lease as above provided, Tenant may, within thirty (30) days after receipt of notice thereof, extend the initial term or renewal term to run for ten (10) years from the date of restoration, whereupon Lessor's termination shall be void and Lessor shall repair and restore the demised building. Tenant shall not have the right to void a termination by Lessor during the last renewal period, being it understood the proceeds from this insurance are to be used to repair or replace these premises.

16. FIRE AND CASUALTY INSURANCE: Tenant shall carry fire insurance with extended coverage endorsement, insuring the demised building in such amounts as necessary to insure replacement costs. A certificate of insurance shall be furnished by Lessor. Being it understood that the amount of coverage shall be w/90% Co Insurance for the first year and each year thereafter the total amount shall be increased in ratio to replacement cost as by mutual agreement. The purpose of this clause is for the Tenant to be responsible for having enough insurance to replace any damage at all times.

Tenant shall, at its expense, carry fire insurance with an extended coverage endorsement, insuring the improvements, betterments, fixtures, equipment and merchandise owned or installed by Tenant in the demised building in such amounts and coverage as Tenant deems necessary.

17. INDEMNIFICATION AND LIABILITY INSURANCE: Tenant will, at all times during the term of this Lease, indemnify, save harmless and protect the Lessor from any and all claims, damages liability, losses, fines, penalties, costs interest, attorney's fees and expenses charged imposed, incurred or expanded for anything and everything, whatsoever, whether resulting from injury to person, loss of life, or property, on or about the demised building resulting from Tenant's use and occupancy; or the violation or alleged violation of any law, ordinance or regulation resulting from Tenant's use or occupancy. Tenant will, at Tenant's expense, defend any such action or claim on behalf of the Lessor, and if judgement be obtained or claim allowed in any of said proceedings against the Lessor, the Tenant will pay and satisfy said judgement or claim in full, including costs.

As a further consideration of this agreement, Tenant agrees to carry, maintain, in full force and effect, and deposit satisfactory proof acceptable to the Lessor, public liability insurance with an insurance company and in form acceptable and satisfactory to Lessor properly naming Lessor for the following minimum limits of liability:

Bodily Injury Liability:	\$100,000.00 per person
	300,000.00 per occurrence
Property Damage Liability:	50,000.00 per occurrence


In order to accomplish the foregoing protection for Lessor, Tenant may cause its obligation hereunder to be made a part of its own general liability insurance, by making Lessor an additional insured, or Tenant may, at its option, secure a separate policy issued in the name of Lessor. In either case, the policy shall be endorsed that in the event of cancellation or lapse of coverage, the renewal ten days written notice will be given to the Lessor by the insurance company or its agents or representatives.


(A) The Tenant shall carry rent insurance in the amount of \$77, 058.00 and this rent insurance premium shall be paid for by the Landlord.

18. WAIVER OF CLAIM FOR INSURED LOSS: As part of the consideration for this Lease, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or negligence of the other party (except as hereinafter provided) which may be occasioned to property owned by said parties which damage is or might be incident to, or the result of a fire, or any other casualty against loss for which either of the parties is now carrying, or hereafter may carry insurance; provided however, that the release herein contained shall not apply to any loss or damage occasioned by the willful, wanton or premeditated act of either of covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, to the mutual release of liability contained in this paragraph.

19. TAXES AND ASSESSMENTS: Tenant shall pay all Real Estate taxes on their building and parking lot area. Taxes shall be pro-rated on the basis of the square footage of the shopping center, being it understood that the intent of this lease is for it to be a triple net lease with the exception of Paragraph A of Section 9.

20. CERTIFICATES: The Tenant agrees that within ten (10) days after written request from Lessor that it will certify by written instrument duly executed and acknowledged to Lessor or to any mortgagee or subsequent purchaser of the demised building: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of the same; (b) as to the existence of any default thereunder; (c) as to the existence of offsets, counterclaims, or defenses; (d) as to the commencement and expiration dates of the term of this Lease; (e) as to whether there is any prepaid rent; (f) as to whether Lessor has completed construction of the demised building and improvements required to be constructed by Lessor pursuant to this Lease, or specifying the respects, if any, in which the Lessor has failed to complete such construction; and (g) as to any other matters as may be reasonably requested.





21. INSOLVENCY OF ASSIGNMENT: Any of the following:

- (a) Tenant filing a voluntary petition in bankruptcy, or
- (b) The filing of an involuntary petition in bankruptcy, or the filing of a petition for the appointment of a receiver against Tenant, either of which is not dismissed within thirty (30) days after the filing, or
- (c) Any purported assignment of Tenant's interest in this Lease, whether voluntary or involuntary, without Lessor's prior written consent, shall constitute a breach of this Lease by Tenant.
- (d) Should Lessor elect to terminate this Lease for a breach, Tenant shall be liable to Lessor for the difference between the balance of the rent due or to become due hereunder and the rental value of the demised premises for the remainder of the term herein demised.


22. REMEDIES: Should Tenant breach any of the terms of this Lease other than the covenant to pay rent or the provisions contained in Paragraph 21, Lessor shall give Tenant notice of such breach, unless it shall be apparent that Tenant is unable to cure such breach. Tenant shall commence to cure such breach within thirty (30) days following the giving of such notice, and having commenced, shall diligently proceed with and complete the curing of such breach within a reasonable time.


If Tenant falls behind a total of ninety (90) days in payment of rental monies, or commits or suffers any act in violation of the covenants contained in Paragraph 21, or breaches any of the other covenants or obligations of this Lease and fails to cure such breach after notice as herein-above provided, Lessor shall have the option to terminate this Lease or to re-enter and take possession of the demised building without terminating this Lease. If Lessor elects to re-enter and take possession without terminating this Lease, Lessor may relet the demised building or any part thereof upon such terms and conditions as Lessor in his sole discretion shall deem advisable. But not less than the prevailing rate, at the time, for similar retail space.

All rent received by Lessor as a result of such reletting shall be applied as follows:

- (a) To reimburse Lessor for all expenses incurred in re-entering and reletting;
- (b) To reimburse Lessor for costs of curing any breach of this Lease by Tenant;
- (c) To rearrange in rent due hereunder.

Such reentry shall not be deemed to relieve Tenant from any covenant or obligation arising out of the Lease, provided however, that as to covenants and obligations hereunder which would require possession of the building to perform or fulfill, Lessor may himself perform or fulfill, such covenant or obligation and Tenant shall pay Lessor the cost of same upon demand.





No reentry or retaking of possession shall be deemed to constitute a termination of this lease unless Lessor gives Tenant notice to that effect either prior or subsequent to such reentry or retaking of possession. In the event that any advance rental has been paid hereunder, the entire amount shall be retained by Lessor and applied the same as rent received by Lessor as a result of such reletting.

Except as to notice required by the terms of this Paragraph 22, the foregoing remedies are not intended to limit or qualify such other remedies as the Lessor may have at law or in equity. All remedies shall be cumulative; the use of one remedy by Lessor shall not preclude or waive the right to the use of any or all others.

23. SUBORDINATION: Tenant agrees that this Lease shall be subordinated to any mortgage or trust deed that may be placed upon the demised premises and to any and all advances made thereunder. In the event any such mortgagee or trustee elects to have this Lease prior lien to its mortgage or deed of trust, then and in such event upon such mortgagee or trustee notifying Tenant to that effect, this Lease shall be deemed a prior lien to the said mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such mortgage or trust deed. Tenant shall execute any and all documents necessary to establish whether this Lease is subordinate or prior to such mortgage or trust deed.

24. SHORT FORM OR MEMORANDUM OF LEASE: The parties agree that they will, at any time as requested by either of them, promptly execute duplicate originals of an instrument of Short Form or Memorandum of this Lease, in recordable form, setting forth a proper legal description of the Shopping Center, the term of this Lease and any other portions thereof, except the rental provisions, as either party may request.

25. MECHANICS LIENS: Tenant agrees to promptly pay and discharge all bills for labor and materials employed and used in the making of repairs, alterations, replacements and improvements to the demised building by Tenant and the demised building resulting therefrom, and if any such lien is filed, Tenant shall cause such lien to be discharged within thirty (30) days thereafter or to post an indemnity bond with Lessor twice the amount of such lien.

26. NOTICES: Any notice herein required or permitted to be given shall be in writing and shall be deemed to be given if mailed by Certified Mail, Return Receipt Requested, postage prepaid, properly addressed as follows, or such other address as may hereafter be designated in writing by either of the parties.

AS TO LESSOR TO:

AS TO TENANT TO:

Consumer Market, Inc.
336 South Barnes
Springfield, Missouri 65802

IN WITNESS WHEREOF, the parties have executed this Lease upon the date first above written.

WITNESSES:

Lorraine Hunt

Ronald L. Hunt

WITNESSES:
John E. Virgin

William J. Marsh

STATE OF ARKANSAS)

) SS

COUNTY OF BAXTER)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, David K. Drake and Bettye Drake to me well known as the lessors in the foregoing Lease, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 30th day of March, 1977.

My commission expires:

June 10, 1978

Shelby L. Moulder
Notary Public

STATE OF MISSOURI)

) SS

COUNTY OF GREENE)

On this 4th day of April, 1977, before me appeared Clarence Wheeler, to me personally known, who, being by me duly sworn, did say that he is the President of Consumers Market, Inc., the Corporation named in and which executed the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said Clarence Wheeler acknowledged said instrument to be the free act and deed of said Corporation.

Judy K. Taylor
Notary Public

My commission expires:

JUDY K. TAYLOR

My Commission Expires Mar. 29, 1981